

03-24-2003

3-24-03 RI



102397933

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

03/24/2003 6TON11 00000071 75084945

01 FC:8521 40.00 OP  
02 FC:8522 675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002697 FRAME: 0438

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

\*See attached schedule A

Trademark Application Number(s)

<input type="text" value="75084945"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed



Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

Ellen M. Allen

*Ellen M. Allen*

*3/21/03*

Name of Person Signing

Signature

Date

# SCHEDULE A

## U.S. TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>CLASS</u>
U.S.	MEMBERS ONLY	75/084,945	4/08/96	3
	MEMBERS ONLY	75/308,348	6/13/97	24
	MEMBERS ONLY	75/363,873	9/26/97	25
	PASSPORT 2000	75/510,472	6/26/98	25

EUROPE CRAFT IMPORTS, INC.  
U.S. TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>NEXT ACTION DUE</u>
U.S.	EUROPE CRAFT & Design in Class 25	779,488	11/03/64	11/03/04
	CITTA 2000 & DESIGN in Class 25	976,864	1/15/74	1/15/04
	MEMBERS ONLY in Class 25	1,086,489	2/28/78	2/28/08
	MEMBERS ONLY Logo in Class 25	1,249,072	8/23/93	8/23/03
	MEMBERS ONLY Wordmark in Classes 9 & 25	1,256,728	11/08/83	11/08/03
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	STUDIO CONCEPTS MEMBERS ONLY	2,200,068	10/27/98	10/27/03
	MEMBERS ONLY	2,193,994	10/06/98	

EUROPE CRAFT IMPORTS, INC.  
STATE TRADEMARK REGISTRATIONS

<u>STATE</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT</u>
CALIFORNIA	MEMBERS ONLY in Class 39	71,697	12/19/83	12/19/03
FLORIDA	MEMBERS ONLY in Classes 9 & 25	T00112	12/13/83	12/13/03
NEW YORK	MEMBERS ONLY in Class 9	R-22209	3/09/84	3/09/04
	MEMBERS ONLY in Class 25	R-22210	3/09/84	3/09/04
NORTH CAROLINA	MEMBERS ONLY in Class 25	5390	2/09/84	2/09/04
NORTH CAROLINA	MEMBERS ONLY in Class 25	5389	2/09/84	2/09/04
PUERTO RICO	MEMBERS ONLY in Class 25	25123	4/30/83	4/30/03

**GRANT OF SECURITY INTEREST IN  
TRADEMARKS, TRADENAMES AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, TRADENAMES AND LICENSES (herein the "Agreement") made as of February 20, 2003 by **EUROPE CRAFT IMPORTS, INC.**, a New Jersey corporation with offices at 463 Seventh Avenue, New York, New York 10018 ("ECI"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (herein "CIT").

**W I T N E S S E T H:**

WHEREAS, **Adamson Apparel, Inc.**, a Delaware corporation ("Adamson") and CIT are parties to (i) a certain Factoring Agreement dated April 18, 2002 (as the same may be amended or supplemented from time to time the "Factoring Agreement"), (ii) a certain Inventory Security Agreement dated April 18, 2002 (as the same may be amended or supplemented from time to time the "Inventory Agreement"), and (iii) a certain Letter of Credit Agreement dated May 2, 2002 (as the same may be amended or supplemented from time to time the "Letter of Credit Agreement" and collectively, with the Factoring Agreement and the Inventory Agreement, the "Financing Agreements"), which Financing Agreements provide for CIT to make certain advances and extensions of credit, all to or for the account of Adamson; and

WHEREAS, ECI has a significant business relationship with Adamson and it is in ECI's financial interest for CIT to make the advances and extensions of credit and provide the other benefits to Adamson contemplated under the Financing Agreements; and

WHEREAS, it is a condition precedent to CIT's continuing to make all such advances and extensions of credit to or for the account of Adamson that ECI (a) unconditionally guaranty the repayment and performance to CIT of all "Obligations" (as defined in the Financing Agreements) of Adamson, as set forth in the Guaranty executed and delivered of even date herewith by ECI in favor of CIT (the "Guaranty") and (b) secure all of ECI's obligations, liabilities, and indebtedness now or hereinafter owing to CIT pursuant to the Guaranty by granting to CIT a security interest in certain of ECI's assets, including, without limitation, all of ECI's, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ECI agrees as follows:

- 1. Definitions.** Capitalized terms used herein and defined in the Financing Agreements shall

have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the prompt and indefeasible payment and performance when due of all now **existing** and future obligations, liabilities and indebtedness of ECI to CIT pursuant to the Guaranty, including, without limitation, the "Obligations" (as defined in the Guaranty) (all of the foregoing, collectively, the "**Secured Obligations**"), ECI hereby grants to CIT a security interest, effective immediately, in all of ECI's right, title and interest in and to all of the following described property, whether now existing or hereafter acquired (collectively herein the "**Intellectual Property Collateral**"):
- (i) All trademarks, trade names, trade styles and service marks, all print and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and any and all reissues, extensions and/or renewals thereof including, without limitation, the trademarks, terms, designs and applications, if any, listed on **Schedule A** attached hereto and made a part hereof, and any and all reissues, extensions and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Trademark Collateral**");
  - (ii) Any license agreement in which ECI is or becomes licensed to use any trademarks and/or tradenames owned by a third party (or has granted or hereafter grants to a third party a license to use any of the Trademark Collateral, including, without limitation, the licenses, if any, listed on **Schedule B** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "**License Collateral**");
  - (iii) The goodwill of ECI's business connected with and symbolized by the Intellectual Property Collateral; and
  - (iv) All cash and non-cash proceeds of the foregoing.
3. **Filings.** ECI hereby authorizes CIT to prepare and file one or more financing statements (or similar documents) in the location or locations deemed necessary or advisable by CIT in its sole discretion with respect to the Intellectual Property Collateral, without the signature of any party, or, should a signature be required by applicable law, with only the signature of CIT. ECI further authorizes CIT to have this or any other similar security agreement filed or recorded with the Patent and Trademark Office or any similar office or agency in the United States or any state therein, or any other country (any such office, a "**Trademark Office**").
4. **Subsequent Applications and Registrations.** ECI shall notify CIT in writing of the filing of



any application for the registration of any Trademark Collateral with any Trademark Office within thirty (30) days following such filing. ECI expressly acknowledges that this Agreement grants to CIT a security interest in and to all after-acquired Trademark Collateral and any registrations and applications for such Trademark Collateral ("After-acquired Trademark Collateral"). Therefore, ECI hereby authorizes CIT to re-file or re-record this Agreement with any Trademark Office at any time and from time to time with an amended Schedule A that includes any such After-acquired Trademark Collateral in order to evidence CIT's security interest therein.

5. **Fees.** ECI shall pay all filing and recordation fees with respect to the filing and recordation of the security interest created hereby which CIT may deem necessary or advisable in its sole discretion in order to perfect and maintain the perfection and priority of its security interest in the Intellectual Property Collateral.

6. **Representations and Warranties.** ECI represents and warrants:

a. that ECI lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever;

b. that ECI has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof;

c. that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect, except to the extent that any Intellectual Property Collateral is no longer in effect as a matter of applicable law, including, without limitation, the expiration of any effective term with respect thereto that cannot be extended pursuant to applicable law;

d. that there are no known infringements of the Intellectual Property Collateral;  
and

e. as of the date hereof, ECI does not have any Trademark Collateral registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States or any other country other than those described in Schedule A hereto.

7. **Events of Default.** Any of the following constitutes an Event of Default under this Agreement:

(i) ECI fails to perform or observe any agreement, covenant or condition required under this Agreement;

(ii) Any warranty or representation made by ECI in this Agreement or the Guaranty shall be or become false or misleading in any material respect or ECI shall breach any warranty or representation made by ECI in this Agreement or the Guaranty;

- (iii) The termination or revocation of the Guaranty; or
- (iv) The occurrence of any Event of Default under the Financing Agreements which is not waived in writing by CIT.

8. **CIT's Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give ECI reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made.

Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of ECI set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form of **Exhibit I** annexed hereto) is being executed and delivered by ECI to CIT concurrently with this Agreement to enable such rights to be carried out. ECI agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to ECI, ECI shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, ECI shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default ECI shall cease to enjoy and exercise such rights and CIT or its transferee(s) shall be entitled to all of ECI's right, title and interest in and to the Intellectual Property Collateral. This Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral. ECI hereby grants to CIT a royalty-free, non-exclusive license in the Intellectual Property Collateral for the purpose of, upon the occurrence and during the continuance of an Event of Default, (i) advertising for sale and selling or transferring any Inventory bearing any of the Intellectual Property Collateral, and (ii) assembling, preparing for sale, or completing or causing others to do so, any applicable Inventory bearing any of the Intellectual Property Collateral, for the purpose of applying the proceeds of Inventory bearing any of the Intellectual Property Collateral to the Secured Obligations hereunder, all as further set forth in the Financing Agreements and irrespective of CIT's lien and perfection in any of the Intellectual Property Collateral.

9. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT's rights and remedies under the Guaranty, hereunder and under the Financing Agreements; next, such proceeds shall be applied to the payment, in whole or in part, of the Secured Obligations due CIT in such order as CIT may elect; and the

balance, if any, shall be paid to ECI or as a court of competent jurisdiction may direct.

10. **Defense of Claims.** ECI will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. ECI agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.
11. **Rights Cumulative.** This Agreement shall be in addition to the Guaranty and the Financing Agreements and shall not be deemed to affect, modify or limit the Guaranty or the Financing Agreements or any rights that CIT has under the Guaranty or the Financing Agreements. ECI agrees to execute and deliver to CIT (at ECI's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
12. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
13. **CHOICE OF LAW.** ECI AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF ECI AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT ECI, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. ECI AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
14. **Notices.** ECI covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided for delivery of notice in the Guaranty of:
  - (i) any claim by a third party that ECI has infringed on the rights of a third party;
  - (ii) any suspected infringement by a third party on the rights of ECI; or
  - (iii) any Intellectual Property Collateral created, arising or acquired by ECI after the date hereof that is the subject of any application or registration.
15. **Further Assurances.** ECI will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, ECI hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in ECI's behalf required to effectuate the terms, provisions and conditions of

this Agreement.

16. **Termination.** This Agreement and the Irrevocable Power of Attorney granted pursuant hereto shall terminate upon termination of the Financing Agreements and full, final and indefeasible payment and performance of all Secured Obligations. Upon ECI's request, CIT shall within a reasonable time after any such termination execute and deliver to ECI (at ECI's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

**[Remainder of Page Intentionally Left Blank; Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement as of date first written above.

**EUROPE CRAFT IMPORTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted:

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**

By: \_\_\_\_\_  
Name: Frank A. Grimaldi  
Title: Vice President

**EXHIBIT I**

**IRREVOCABLE POWER OF ATTORNEY**

**EUROPE CRAFT IMPORTS, INC.**, a New Jersey corporation with offices at 463 Seventh Avenue, New York, New York 10018 (hereinafter referred to as "ECI"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral as described in the Grant of Security Interest in Trademarks, Tradenames and Licenses (the "Agreement"), dated on or about the date hereof, between ECI and CIT including, without limitation, all Intellectual Property Collateral listed on the Schedules attached to the Agreement and all other trademarks, trademark applications and/or registrations, tradenames, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and ECI's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of ECI to CIT are outstanding under the Guaranty, dated on or about the date hereof, by ECI in favor of CIT.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence and during the continuance of an Event of Default under the Agreement between CIT and ECI; and

4. CIT shall give ECI ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, ECI has caused this Power of Attorney to be executed as of February \_\_, 2003.

**EUROPE CRAFT IMPORTS, INC.**

By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on February \_\_\_\_, 2003, before me personally appeared \_\_\_\_\_, did depose and say, that he is a \_\_\_\_\_ of Europe Craft Imports, Inc., the corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by authorization of the Board of Directors of said corporation, for the uses and purposes therein set forth.

**WITNESS** my hand and official seal.

\_\_\_\_\_  
Notary Public

**SCHEDULE A (TRADEMARK COLLATERAL)**  
**And**  
**SCHEDULE B (LICENSE COLLATERAL)**  
**to**  
**GRANT OF SECURITY INTEREST IN**  
**TRADEMARKS, TRADENAMES AND LICENSES**

between

**EUROPE CRAFT IMPORTS, INC.**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC.**



**EUROPE CRAFT IMPORTS, INC.**

**SCHEDULE A AND SCHEDULE B TO**

**GRANT OF SECURITY INTEREST IN TRADEMARKS, TRADENAMES AND  
LICENSES**

Members Only licenses, of which ECI is the Licensor:

1. Licensee: Wilk Shirts dated December 11, 1987, amended October 15, 1996 – Woven Dress and Basis Woven Sport Shirts
2. Licensee: Pan Optics, Inc. dated June 14, 1995 – Ophthalmic Eyewear.
3. Licensee: Amerex (USA), Inc., dated January 1, 1995 – Men's Tailored Suits and Tailored Sports Coats.
4. Licensee: Creative Hosiery, Inc., dated February 1, 1998 – Men's Dress Socks and Men's Athletic Socks.
5. Licensee: Mac Mor of Canada Ltd., dated February 1, 1998 – Territory of Canada, for men's outerwear apparel, including rainwear, wool and leather outer garments.
6. Licensee: D. Klein & Son, Inc. and Another Opportunity, LLC (collective, "Licensee"), dated October 1, 1997 – Luggage, Umbrella, Gloves, Muffler, Earmuff, Backpacks, Totes and Similar Bags (i.e., Small Duffel Bags); plus amendment dated November 5, 1997.

U.S. TRADEMARK APPLICATIONS

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EUROPE CRAFT IMPORTS, INC.  
FOREIGN TRADEMARK REGISTRATIONS

<u>STATE</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
ARGENTINA	MEMBERS ONLY in Class 3	1,616,964	9/24/96	9/24/06
	MEMBERS ONLY in Classes 9	1,616,965	9/24/96	9/24/06
	MEMBERS ONLY in Class 14	1,616,967	9/24/96	9/24/06
	MEMBERS ONLY in Class 18	1,611,017	8/12/96	8/12/06
AUSTRALIA	MEMBERS ONLY in Class 14	A62,738	1/18/94	1/18/01
BELIZE	MEMBERS ONLY in Class 25	6,672	12/01/92	9/25/01
BENELUX	MEMBERS ONLY in Class 25	367,007	6/09/80	6/09/00
CANADA	MEMBERS ONLY in Class 3	321,276	12/05/86	12/05/01
	MEMBERS ONLY in Class 25	255,907	2/13/81	2/13/01
CHILE	MEMBERS ONLY in Class 25	369,511	6/06/81	6/06/01
	MEMBERS ONLY in Class 3	442,900	4/05/95	4/05/05
MAINLAND CHINA	MEMBERS ONLY in Class 25 (Clothing)	262,653	9/20/86	9/20/06
MAINLAND CHINA	MEMBERS ONLY in Class 25 (Footwear)	694,977	6/21/94	6/21/04

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
	MEMBERS ONLY in Class 14 (Jewelry)	787,594	10/28/95	10/28/05
	MEMBERS ONLY in Class 18	693,720	6/14/94	6/14/04
	MEMBERS ONLY in Class 3	1074962	8/14/97	8/14/07
	MEMBERS ONLY in Class 9	1048407	7/07/97	7/07/07
	MEMBERS ONLY in Class 18	1068884	8/07/97	8/07/07
	MO & LAUREL WREATH in Class 18	1,198,504	8/14/98	8/14/08
	MEMBERS ONLY (3- BAR Logo) in Class 18	1,198,507	8/14/98	8/14/08
	MO Logo in Class 18	1,198,505	8/14/98	8/14/08
COLOMBIA	MEMBERS ONLY in Class 25	160,399	5/30/94	5/30/04
	MEMBERS ONLY in Class 25	95,261	3/20/96	3/20/06
CYPRUS	MEMBERS ONLY in Class 25	28,814	10/24/87	10/24/08
DENMARK	MEMBERS ONLY in Class 9 & 25	2594/1983	8/12/83	8/12/03
EDUADOR	MEMBERS ONLY in Class 25	629-96	9/25/96	9/26/06

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
	MEMBERS ONLY in Class 3 By Assignment from Teidons (Reg. #000473/98)	30	3/30/89	3/30/99
FRANCE	MEMBERS ONLY in Classes 9 & 25	1,224,028	12/02/82	12/02/02
GERMANY	MEMBERS ONLY Logo in Class 25	1,059,980	2/22/84	7/31/03
GREAT BRITAIN	MEMBERS ONLY in Class 25	1,140,258	9/15/80	9/15/01
	MEMBERS ONLY in Class 3	B1,228,646	10/22/84	10/22/05
GREECE	MEMBERS ONLY in Class 25	67,192	9/17/82	9/15/00
HONDURAS	MEMBERS ONLY in Class 25	49,781	8/18/98	Renewing
HONG KONG	MEMBERS ONLY in Class 25	B1162/85	2/04/83	2/04/04
	MEMBERS ONLY on Part B in Class 14	B1951	10/15/86	10/15/07
	MEMBERS ONLY SPORTING TEAM & DESIGN in Class 25	B03616/92	9/13/89	9/13/10
INDIA	MEMBERS ONLY in Class 25	420,796	4/18/84	4/18/05
	MEMBERS ONLY in Class 9	420,795	4/18/84	4/18/05

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
IRELAND	MEMBERS ONLY in Class 25	146,068	2/12/92	2/12/99
ISRAEL	MEMBERS ONLY in Class 25	55,316	12/03/82	12/03/02
ITALY	MEMBERS ONLY in Class 25	386,889	1/10/86	9/30/00
JAPAN	MEMBERS ONLY in Jap. Cl. 17 (Men's clothing)	1,947,527	4/30/87	4/30/07
	MEMBERS ONLY in Japan Cl. 22 (Footwear)	1,964,625	6/16/87	6/16/07
	MEMBERS ONLY in Japan Cl. 17 (Men's Clothing)	1,996,618	11/20/87	11/20/07
	MEMBERS ONLY in Japan Cl. 10 (Eyeglasses)	2,032,320	3/30/88	3/30/08
	MEMBERS ONLY in Japan Cl. 16 (Watches)	2,043,725	4/26/88	4/26/08
	MEMBERS ONLY in Japan Cl. 23 (Fabrics)	2,427,832	6/30/92	6/30/02
	MEMBERS ONLY in Japan Cl. 4 (Perfumes)	2,693,252	8/31/94	8/31/04
	MEMBERS ONLY in Japan Cl. 28 (alcoholic beverages)	2,695,753	9/30/94	9/30/04
KOREA	MEMBERS ONLY in Kor. Cl. 34 (Sunglasses)	92,475	7/01/83	7/01/03



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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
	MEMBERS ONLY in kor. Cl. 12 (Perfumes)	92,834	7/11/83	7/11/03
KOREA	MEMBERS ONLY in Kor. Cl. 45 (Clothing)	94,001	8/23/83	8/23/03
	MEMBERS ONLY in Kor. Cl. 25 (Handbags)	95,204	9/30/83	9/20/03
	MEMBERS ONLY in Kor. Cl. 27 (Footwear)	95,679	10/19/83	10/19/03
	MEMBERS ONLY in Korean Characters in Kor. Cl. 45 (Clothing)	111,708	4/19/85	4/19/05
	MEMBERS ONLY in Korean Characters in Kor. Cl. 34 (Sunglasses)	114,056	6/27/85	6/27/05
KUWAIT	MEMBERS ONLY in Class 25	27,772	1/11/95	1/11/05
MALAYSIA	MEMBERS ONLY in Class 25	85/02760	7/03/85	7/03/06
MEXICO	MEMBERS ONLY in Class 25	363,529	6/21/89	3/03/04
	MEMBERS ONLY in Class 9	451,925	2/09/94	12/09/03
	MEMBERS ONLY in Class 18	509,801	11/15/95	12/09/03
NICARAGUA	MEMBERS ONLY in Class 25	24,974 C.C	2/07/94	2/07/04

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
PANAMA	MEMBERS ONLY in Class 25	28,324	5/11/82	5/11/02
	MEMBERS ONLY in Class 25	40,451	11/25/86	11/25/06
	MEMBERS ONLY in Class 25	40,452	11/25/86	11/25/06
	MEMBERS ONLY in Class 9	40,454	11/25/86	11/25/06
	MEMBERS ONLY in Class 14	40,455	8/04/87	Renewal Pending
	MEMBERS ONLY in Class 18	40,456	8/04/87	Renewal Pending
	MEMBERS ONLY in Class 9	40,457	8/04/87	Renewal Pending
	MEMBERS ONLY in Class 25	40,458	8/04/87	8/04/07
PERU	MEMBERS ONLY in Class 25	189,554	12/12/91	12/12/06
PHILIPPINES	MEMBERS ONLY in Classes 9, 14, 18 and 25	51,954	12/19/91	Affidavit Use Filed
PORTUGAL	MEMBERS ONLY in Class 25	232,266	12/20/88	Renewing
PUERTA RICO	MEMBERS ONLY in Class 25	25,123	9/27/83	9/27/03
RUSSIA	MEMBERS ONLY in Class 25	121,637	11/10/94	1/11/03

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
SAUDI ARABIA	MEMBERS ONLY in Class 25	355/11	10/15/95	9/22/04
SINGAPORE	MEMBERS ONLY in Class 25	B4864/83	9/12/83	9/12/04
SOUTH AFRICA	MEMBERS ONLY in Class 25	81/0768	2/06/81	2/06/01
SPAIN	MEMBERS ONLY in Class 25	1.023.996	10/05/83	10/05/03
SWITZERLAND	MEMBERS ONLY in Classes 9 & 25	324,742	12/01/82	12/01/02
TAIWAM	MEMBERS ONLY in Tai. Cl. 44 (Clothing)	292,039	8/01/85	8/01/05
	MEMBERS ONLY in Tai. Cl. 50 (Handbags)	305,845	11/16/85	11/16/05
	MEMBERS ONLY in Tai. Cl. 48 (Shoes)	309,287	12/16/85	12/16/05
THAILAND	MEMBERS ONLY in Thai. Cl. 8 (Sunglasses)	TM15,721	7/27/84	7/27/04
	MEMBERS ONLY in Thai. Cl. 38 (Clothing)	TM15,746	7/27/84	7/27/04
TURKEY	MEMBERS ONLY in Class 25	160,502	6/09/95	6/09/05
URUGUAY	MEMBERS ONLY in Classes 3, 9, 14 and 18	210,270	7/09/87	7/09/07

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DT.</u>	<u>EXP. DT.</u>
UNITED ARAB EMIRATES	MEMBERS ONLY in Class 25	9335	3/08/97	7/04/05
VENEZUELA	MEMBERS ONLY in Ven. Cl. 39 (Clothing)	109.703-F	8/17/84	8/17/99
	MEMBERS ONLY in Ven. Cl. 6 (Toiletries)	129.535-F	9/17/87	9/17/02
	MEMBERS ONLY in Ven. Cl. 26 (Calculators)	133.237	2/02/88	2/02/03
	MEMBERS ONLY in Ven. Cl. 27 (Watches)	133.238	2/02/88	2/02/03
	MEMBERS ONLY in Ven. Cl. 2 (Luggage)	133.239	2/02/88	2/02/03
	MEMBERS ONLY in Ven. Cl. 41 (Umbrellas)	133.241	2/02/88	2/02/03
VENEZUELA	MEMBERS ONLY in Ven. Cl. 39 (Clothing)	133.242	2/02/88	2/02/03
	MEMBERS ONLY in Ven. Cl. 6 (Toiletries)	146.404	4/08/92	4/08/07
VIETNAM	MEMBERS ONLY in Class 25	6429	9/19/92	3/29/02

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FIL. DT.</u>
BRAZIL	MEMBERS ONLY in Class 25	818220660	12/22/94
	MEMBERS ONLY in Class 25.10./20/.30	820925861	7/21/98
CHINA	MEMBERS ONLY (3-Bar Logo) in Cl. 9	970059098	6/12/97
	MEMBERS ONLY (3-Bar Logo) in Cl. 25	970059100	6/12/97
	MEMBERS ONLY (Star Logo) in Cl. 9	970059092	6/12/97
	MEMBERS ONLY (Star Logo) in Cl. 18	970059093	6/12/97
	MEMBERS ONLY (Star Logo) in Cl. 25	970059094	6/12/97
	MO Logo in Cl. 25	970059097	6/12/97
	MO & Laurel Wreath in Cl. 9	970059101	6/12/97
	MO & Laurel Wreath in Cl. 25	970059102	6/12/97
EL SALVADOR	MEMBERS ONLY in Class 25	E-442-93	2/01/93
GUATEMALA	MEMBERS ONLY in Class 25	1133-93	2/25/93
HONDURAS	MEMBERS ONLY in Class 25	9937/92	11/27/92
HONG KONG	TRADEMARK Logo in Class 25	3103/1984	10/02/84

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FIL. DT.</u>
	MEMBERS ONLY GRAND PRIX Logo in Class 25	3119/1984	10/05/84
	TRADEMARK Logo in Class 25	7388/89	9/13/89
	MEMBERS ONLY in Class 18	6333 of 1997	5/12/97
	MEMBERS ONLY in Class 9	6334 of 1997	5/12/97
	MEMBERS ONLY in Class 3	6335 of 1997	5/12/97
	MEMBERS ONLY in Class 25	6336 of 1997	5/12/97
INDIA	MEMBERS ONLY in Class 9	420,795	4/18/84
JAPAN	MEMBERS ONLY in Jap. Class 11 (electrical apparatus)	50,732/85	5/18/85
JAPAN	MEMBERS ONLY in Class 18 (Bags)	21,977 of 1997	2/27/97
MACAU	MEMBERS ONLY in Class 3	001889	5/06/97
	MEMBERS ONLY in Class 9	001890	5/06/97
	MEMBERS ONLY in Class 14	001891	5/06/97
	MEMBERS ONLY in Class 18	001892	5/06/97

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<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FIL. DT.</u>
	MEMBERS ONLY in Class 25	001893	5/06/97
PARAGUAY	MEMBERS ONLY in Class 25	93/10774	7/08/93
PHILIPPINES	MEMBERS ONLY in Class 9 and 25	61,510	4/15/87
	MEMBERS ONLY in Class 25	61,511	4/15/87